

Utah Department of Health  
Violence and Injury Prevention Program  
Box 142106  
Salt Lake City, Utah 84114-2106  
(801) 538-6864

(Street Address: 288 North 1460 West)

# RAPE PREVENTION and EDUCATION GRANT



AWARD APPLICATION 2009

# Rape Prevention and Education Grant

The Utah Department of Health is requesting proposals to target rape and sexual assault primary prevention in the state of Utah. Governmental and non-profit organizations are encouraged to apply. There will be 7-12 awards ranging from \$5,000 to \$50,000. Requests above \$50,000 will not be reviewed or considered. The Request for Proposal (RFP) may be accessed on the world-wide-web at <http://health.utah.gov/vipp>.

The Utah Department of Health has established a panel of experts who will review the information provided and assign a score to each section of the application. The evaluation of each individual application will be based upon the criteria listed below:

- The extent to which the project is reasonable, includes an evaluation plan, and will contribute to the primary prevention of rape and sexual assault in Utah;
- The demonstration of collaboration with the Utah Coalition Against Sexual Assault (UCASA) and key stakeholders in the community;
- The extent to which the estimated cost of the project is reasonable, considering the anticipated results;
- The extent to which the project personnel are well qualified by training and/or experience for their roles in the project and the applicant organization has adequate facilities and personnel; and;
- The degree of progress made on any current contract held with the Utah Department of Health, if applicable.

Successful applicants will receive an award letter from the Utah Department of Health informing them of the final funding decision contingent upon resolution of stated negotiation points and submission of Grantee Certified Assurances with official signature as well as the W-9 tax form.

## I. GRANT APPLICATION INFORMATION

### A. AUTHORIZATION

The Violence Against Women Act implements the Violence Against Women Education and Prevention Grants to reduce sexual assault against women, as authorized by section 1910A of Section 40151 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-332, amending Part A of Title XIX of the Public Health and Human Services Act 42 U.S. C. 300 w.

### B. ELIGIBILITY REQUIREMENTS

- An applying agency must be a government entity or non-profit organization.
- Funding will only be provided for sexual assault primary prevention activities. Primary prevention is any action, strategy or policy that prevents sexual violence from initially occurring. Applying agencies must demonstrate a willingness to collaborate with or a history of collaboration with the Utah Coalition Against Sexual Assault, the Utah Department of Health, Violence and Injury Prevention Program and other appropriate local agencies.

### C. CONTACT

For additional information, please contact Katie McMinn, RPE Prevention Specialist, at (801) 538-9277 or [kmcminn@utah.gov](mailto:kmcminn@utah.gov) or Teresa Brechlin, Intentional Injury Prevention Coordinator, at (801) 538-6888 or [tbrechlin@utah.gov](mailto:tbrechlin@utah.gov).

### D. DUE DATE (Friday, August 8, 2008 by 5:00 p.m.)

Applications must be received by VIPP at the Utah Department of Health, no later than 5:00 p.m., Friday, August 8, 2008. The application package should include:

- One original application signed by the authorized business official for the agency.
- Five, three-hole punched copies of the application, bound by a paper clip. DO NOT STAPLE.
- One electronic copy of the application provided on CD or emailed to Katie McMinn at [kmcminn@utah.gov](mailto:kmcminn@utah.gov).

Fully executed applications may be delivered by hand or by express delivery to the Utah Department of Health, Violence and Injury Prevention Program, 288 North 1460 West, Salt Lake City, UT. Submissions by mail must be sent to P.O. Box 142106, Salt Lake City, Utah, 84114-2106. Applications **must be received** by 5:00 p.m. Friday, August 8, 2008. Applications that do not meet these requirements will not be reviewed and will be returned to the sender. Oral presentations may be required to clarify proposals. The contract period will be from November 1, 2008 through October 31, 2009.

## **E. TIMELINE**

May, 15, 2008	Grant Application released
May 29, 2008	Conference call to address questions regarding the RFP
July 14-18, 2008	SEARCH Institute training on Primary Prevention and Evaluation
August 8, 2008	Grant Application due <b>no later than 5:00 p.m.</b>
August 11, 2008	Allocation Committee receives applications
August 21, 2008	Award Allocation Committee Meeting
August 22, 2008	Award notification letters mailed
August 25-26, 2008	Conference calls with contracted agencies
September 2, 2008	Completed revision and finalized contracts due (This includes accurate W-9 and assurances)
October 31, 2008	Sexual Assault Prevention and Education contracts finalized
November 1, 2008	FY 09 Grant year begins

## **F. STATEMENT OF PURPOSE**

The Utah Department of Health is requesting proposals for primary prevention and education programs to target rape and sexual assault. Governmental and non-profit organizations are encouraged to apply. Funds are allocated through the Center's for Disease Control's, Cooperative Agreement CE07-701. The purpose of this funding is to build and enhance grantees' capacity to effectively prevent sexual violence from initially occurring by preventing first time perpetration and victimization through: 1)using a public health approach; 2)supporting comprehensive primary prevention program planning at multiple social ecological levels; 3)building individual, organizational and community capacity for prevention; 4)applying the principles of effective prevention strategies; and, 5)evaluating sexual violence primary prevention strategies and programs.

## **G. SCOPE OF WORK**

Only applications that demonstrate a public health approach to the primary prevention of sexual assault will be considered. Primary prevention is defined as an intervention that takes place "before" sexual violence has occurred to prevent initial perpetration or victimization. Competitive applications will be considered for one or more of the following areas:

- **Educational Seminars:** These seminars should:
  - focus on primary prevention
  - have a health promotion framework (e.g.; the behaviors you want adopted)
  - be socio-culturally relevant
  - use varied teaching methods (to allow participants to build and practice skills over time)
  - be grounded in theory
  - have sufficient dosage
  - be age and developmentally appropriate
  - take place in alternative venues
  - foster positive relationships between youth and adults
  - be provided by well trained staff
  - utilize trainers/facilitators that are the right fit for the audience
  - include outcome evaluation

Sessions for youth may include topics such as building healthy relationships, gender roles, and expectations, consent/coercion, bystander intervention, etc.

Seminars should NOT consist of:

- one time sessions that focus on awareness of the problem (statutes, statistics, etc.), rape myths, where to go for victim services, etc.
- health fairs or community events that consist of quick messages and rely heavily on brochures or other informational materials.

(for more information see CDC's publication, "Beginning the Dialogue" at <http://www.cdc.gov/ncipc/dvp/SVPrevention.htm>.)

- **Training Programs for students and campus personnel:** These programs are designed to reduce the incidence of sexual assault at schools, colleges and universities. These programs should:
  - Engage males as change agents
  - Educate campus staff and leadership (including student leaders) and teach them to model appropriate behaviors.
  - Conduct intensive Resident Assistant/Advisor training (with ongoing follow-up support) around prevention and bystander intervention, etc.
  - Include policy and system change work.

Programs should **NOT** include:

- One time sessions that cover everything from sexual violence myths to where to go for victim services or quick messages that rely heavily on brochures or other informational materials.
- Training or systems change work to educate and/or improve the response to victims.

- **Professional Training:** These training sessions are designed to develop and engage partners as change agents to increase skills/capacity for sexual violence prevention and changing organizational practices. These training sessions should:
  - Increase capacity of partners and professional organizations to provide peer education on sexual violence prevention.
  - Develop skills to impact prevention efforts with youth, men and boys
  - Be a part of a comprehensive training plan.
  - Have sufficient dosage and provide follow-up technical assistance

Programs should **NOT** include:

- Training sessions or seminars that consist of one-time training for first responders (health and law enforcement), criminal justice; victims/ perpetrators, intervention providers, victim services and other profession specific survivor response.

Professional training or systems change work that has a primary goal to educate and/or improve the response to victims (e.g. SART Training, training for judges on statutes, and training for health professionals and law enforcement on appropriate response, investigation and/or prosecution) is not an appropriate use of these RPE funds.

- **Preparation of Materials:** Development and circulation of primary prevention focused materials.
  - prevention focused
  - related to educational efforts or other program efforts
  - based on best available evidence
  - developed with input from intended audience/community
  - evaluated

Preparation of materials should **NOT** entail:

- Information materials such as brochures, fact sheets, and posters that has as a primary goal to describe sexual violence (statistics) and focus on where to go for services.
- Materials that are general in scope and may or may not be related to specific RPE program activities.
- Materials distribution is used as a major program activity.

## H. ATTACHMENTS

- a. General Grant Provision
- b. Confidential Communications for Sexual Assault Act
- c. Score Sheet

## II. APPLICATION REQUIREMENTS

### APPLICATION

Signed Cover Sheet (Form 1)  
Notarized Certified Assurances (Form 2)  
Signed W-9 (Form 3)

### BUDGET SECTION

Budget Sheet (Form 4)

### NARRATIVE SECTION - Must Include

Statement of the Problem  
Evidence of Collaboration  
Program Plan and Evaluation  
Program Administration

1. Organizational Chart
2. Job Descriptions
3. Membership Roster of Governing Board
4. Overall Agency Budget

#### STEP 1. CONTRACT COVERSHEET

1. Type the full name and telephone number of the official authorized to answer questions and relay information regarding contracts and awards for the agency.
2. Agency's name, mailing address (including zip code), phone number, and fax number.
3. Check the *initial* box, if your agency has not received RPE funding or funding from the UDOH in the past. Check the *continuation* box, if your agency has received RPE funding or other UDOH funding in the past, include the Award number of the most recent award received.
4. *Scope of Project*: Check the primary service area of the project.
5. Indicate the amount of RPE award funds being requested.
6. Indicate the dates the project will begin and end. UDOH anticipates that the FY09 award period will be from November 1, 2008 - October 31, 2009.
7. Check whether the award will enhance existing services or initiate new services.
8. Contractor is (check one): a. Rape Crisis Center; b. Woman's Shelter; c. Private non-profit agency; d. Governmental agency; e. Indian tribe or tribal organization.
9. List your agency's Federal tax identification number.
10. Indicate the project's short title or name.
11. Project Budget Summary. In the "Categorical Budget Summary" list out expenses and total expenses in "Award Funds" column. List the projected amounts of expenditures in each budget category. Amounts must relate to the budget narrative. Supplies are minor, incidental expenses; equipment is any non-expendable item that has a unit cost of \$1,000 and useful life of more than one year. No match is required.
12. Type the full name and title of the official authorized to approve contracts and awards for the agency.
13. Type the full name of the program director that will have the day-to-day responsibility for this award program. Include his/her telephone number if it is different than the one listed in box 2.
14. Signatures of the persons named in #12 and #13.

#### STEP 2. CERTIFIED ASSURANCES

1. The address must exactly match the address on the W-9.
2. The person stated on the Utah Department of Commerce, Business Entity Search <https://secure.utah.gov/bes/action/index> as the Registered Agent is the Authorized Agent of Corporation and must be one of the two signatures on the assurances page 3 of 3.
3. This document must be notarized.

#### STEP 3. W-9

1. This document must also be signed by the Registered Agent listed on the Utah Department of Commerce, Business Entity Search.

#### STEP 4. BUDGET SHEET

All applicants are required to allocate funds in their budgets, for travel and salary to attend quarterly RPEG meetings held at the Utah Department of Health in Salt Lake City, UT.

1. List all personnel with whom salaries are funded through this grant. List full name and position, hours per year that are funded by this grant and hourly wage.
2. List all personnel for whom fringe is paid through this grant. List full name and position, fringe benefit rate and yearly salary.
3. List full name, organization and service provided for all individuals hired to give professional advice or service directly related to rape primary prevention activities outlines in your objectives.
4. List name and description of equipment item (per unit cost more than \$1,000.00) the quantity purchased and the unit price of the item.
5. List the name and description of the supply item, the quantity purchased and the unit price of the item.
6. List the travel destination and purpose of travel, total miles obtained during travel and the per-mile rate.
7. List the name and description if needed, the cost and quantity of item, service, etc.

**Supplanting:** Award funds may not be used to replace Federal, State or local funds (or, where applicable, funds provided by the Bureau of Indian Affairs) that would, in the absence of this contract, be available forthcoming for programs to prevent rape and sexual assault. Instead awards must be used to increase the total amount of funds used to prevent rape and sexual assault. An award recipient may not use these contract funds to pay for programs or employees that the recipient already is obligated to pay or has funded. For example, if an awardee, prior to submitting an application, had committed to develop and implement a program to prevent rape and sexual assault, a documented list of expenditures must be made available, in addition to RPEG award-supported expenditures.

State, local or other funds currently allocated to prevent rape and sexual assault must remain available for and dedicated to these purposes should a RPEG contract be awarded. Non-federal funds must remain available for and dedicated to these purposes, with RPEG award funds serving as a supplement to those matching funds. Supplantation will be the subject of application review, post-award monitoring, and audit. Violations can result in a range of penalties, including suspension of future funds under this program, recoupment of monies provided under this award, and civil and/or criminal penalties.

**Suspension or Termination of Funding:** The Utah Department of Health may suspend, in whole or in part; terminate funding for; or impose other sanctions on a contractor for the following reasons:

- 1) Failure to substantially comply with the requirements of statutory objectives of the Violence Crime Control and Law Enforcement Act of 1994 program guidelines issued thereunder or other provisions of Federal Law;
- 2) Failure to make satisfactory progress toward goals or strategies set forth in its application;
- 3) Failure to adhere to award agreement requirements or special condition;
- 4) Proposing substantial plan changes that, if originally submitted, would have resulted in the application not being funded;
- 5) Failure to submit reports by due dates;
- 6) Filing a false certification in an application or other report or document; or
- 7) Failure to attend required, RPE Quarterly meetings;
- 8) Other good cause shown.

Prior to the imposition of sanctions, the Utah Department of Health will provide reasonable notice to the grantee of its intent to impose sanctions and attempt informally to resolve the problem.

#### STEP 5. ASSESSMENT OF THE PROBLEM (*Maximum of two pages narrative*)

Please describe the extent of the sexual violence problem in your community. Please use data, where it exists, to substantiate your description. Please describe how your community has responded (or not) to the sexual violence problem (community response and knowledge of the problem). Please include:

- A comprehensive narrative picture of the target community demographics.
- A description of the nature and scope of the problem to be addressed and its impact on the target area. If the problem is the result of several factors, these factors should be described.
- A description of the populations most affected by sexual violence within the community you plan to affect.
- If applicable, a description of existing efforts of your agency to address the problem. Provide any existing agency data and other relevant information.
- A description of any gaps existing in primary prevention services currently available and how the proposed program is going to meet these needs.

The purpose of this section is to develop a clear, concise picture of the problem and the need for the program. This section should also describe the methods used to assess the problem.

#### STEP 6. COLLABORATION (*Maximum of one page narrative plus attachments*)

The applicant should supply **at least three CURRENT** (dated within the past two months) letters of collaboration, detailing their role in supporting primary prevention activities. Letters must be specific to this grant. Applicants must demonstrate that they have consulted and coordinated in a meaningful way with other agencies to accomplish their goals.

#### STEP 7. PROGRAM PLAN AND EVALUATION

1. This section should describe in detail how the project will be implemented. Give a broad statement of the program's goal(s).
2. For every goal listed provide objective(s) to show how you will meet the goal. Objectives should be **SMART** (Short-term, Measurable, Achievable, Relevant and Time-framed).
3. All activities that will take place in order to obtain that objective need to be listed.
4. A specific evaluation should be listed for each activity.

#### Example:

**Goal 1: To decrease boys' attitudes, beliefs and behaviors that support and condone sexual violence..**

**Objective 1:** Decrease boys, ages 12-18 who participate in community boys clubs, beliefs, attitudes, and behaviors that support or condone sexual violence by 20 percent after a 12 week intervention program.

#### Activities:

1. By January 2009, the Sexual Assault Coalition will implement a community based, multi-component sexual assault prevention program in boys clubs in 8 of the 12 counties.
2. By September 2009, the Coalition will analyze and report preliminary findings on the decrease in attitudes, beliefs, and behaviors that support or condone sexual violence.
3. By October 2009, the Coalition will make adjustments to the program if preliminary findings indicate such a need.

**Evaluation:** Findings on the decrease in attitudes, beliefs and behaviors will be compiled and provided to the Health Department. Findings will show a 20 percent decrease in identified attitudes, beliefs and behaviors that support and condone sexual violence.

#### STEP 8. CAPACITY AND REPORTING

1. Explain your ability to accomplish goals and objectives listed in the previous section.
2. If previously funded, please report outcome of goals and objectives from prior year(s). Were progress and financial status report submitted regularly and on time? Were reports accurate? Please explain any barriers to achieving goals and objectives.
3. As this is a competitive, discretionary program, there is no guarantee of continuation funding. Applicants are required to include a plan describing their commitment and capacity to continue the project if Federal funding through the RPE Program were no longer available.
4. The plan will be evaluated on whether it proposes feasible strategies to preserve project activities long-term. Continuation or supplemental funding is not guaranteed and applicants are always encouraged to seek additional means of support to sustain their current projects.

#### STEP 9. PROGRAM ADMINISTRATION

1. This section of the application should describe how the project would be structured, organized and managed. It should identify and describe the qualifications and experience of the project director and project staff, how they will be selected, and their role and responsibilities (include job descriptions).
2. The applicant should provide an organizational chart of the applicant agency and describe how this project fits into the total organizational structure.
3. The applicant should also provide a list of agency's board members, if applicable.
4. Please attach an **overall** agency budget. This is in addition to the project budget.

**APPLICATION FOR  
SEXUAL ASSAULT  
PREVENTION AND EDUCATION  
GRANT FUNDS**

STATE OF UTAH  
DEPARTMENT OF HEALTH  
VIOLENCE & INJURY PREVENTION PROGRAM  
PO BOX 142106  
SALT LAKE CITY, UTAH 84114-2106

1. Name and Telephone Number of Award Contract Person:

2. Applicant Agency Name and Mailing Address:

3. Type of Application (check one)

☐ Initial  
☐ Continuation of Award # \_\_\_\_\_

4. Scope of Project (check one)

☐ State ☐ City (Specify) \_\_\_\_\_  
☐ County (Specify) \_\_\_\_\_  
☐ Other (Specify) \_\_\_\_\_

5. Funding Amount Requested  
\$

6. Beginning/Ending Dates of Program  
**November 1, 2008 – October 31, 2009**

7. Does the Award

☐ Enhance an Existing Program  
☐ Initiate a New Program

8. Type of Implementing Agency

☐ Rape Crisis Center  
☐ Woman's Shelter  
☐ Private Non-Profit  
☐ Governmental Agency  
☐ Native American Tribe

9. Federal Tax Identification Number

10. Project Title

**11. Project Budget Summary**

**Award Funds for 2007-2008**

**Requested Funds for 2008-2009**

• Personnel

• Contracted Fees

• Equipment

• Travel/Training

• Supplies/Operating

• Other

• **TOTAL COSTS**

12. Official Authorized to Sign

13. Program Director

14. Signatures

\_\_\_\_\_  
Authorizing Official

\_\_\_\_\_  
Program Director



# CONTRACTOR/GRANTEE ASSURANCES MADE TO THE UTAH DEPARTMENT OF HEALTH

The assurances given below are material representations of fact upon which reliance is placed in entering into Contracts or Grants with the Utah Department of Health. As the duly authorized representative of the proposed Contractor or Grantee, I certify that the legal business name and form of the proposed Contractor or Grantee is as follows (check all that apply):

Business Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

- ☐ Local Public Procurement Unit under the Utah Procurement Code (UCA § 63-56-5)
- ☐ College or University      ☐ Indian Tribal Government      ☐ Other Governmental Entity (describe): \_\_\_\_\_
- ☐ Sole Proprietor/Individual      ☐ Professional Corporation
- ☐ For-profit Corporation      ☐ Non-profit Corporation (I.R.C. § 501(c)(3))
- ☐ Partnership      ☐ Limited Partnership
- ☐ Limited Liability Company      ☐ Association/Consortium (describe): \_\_\_\_\_

I certify that the proposed Contractor or Grantee:

1. has a federal tax identification number of \_\_\_\_\_ or a social security number of \_\_\_\_\_. That Internal Revenue Service form W-9, Request for Taxpayer Identification Number and Certification, has been completed and is attached to this document. Electronic copy of this document is available at the following web address: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
2. has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in the Contract(s) or Grant(s) with the Utah Department of Health and has in place the fiscal control and accounting procedures sufficient to meet the financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management requirements of the federal OMB Common Rule § 20(b)(1) through (7), or federal OMB Circular A-110, Attachment F - Standards for Financial Management Systems as cited in Table 1 depending upon the appropriate business form of the Contractor or Grantee.
3. shall comply with all applicable federal and State of Utah regulations concerning cost principles, audit requirements, and grant administration requirements, cited in Table 1, a copy of which has been provided to the proposed Contractor or Grantee and by signing this document the proposed Contractor or Grantee acknowledges receipt of these documents.

Table 1

Federal and State Principles and Requirements				
Proposed Contractor or Grantee	Cost Principles	Federal Audit Requirements	State Audit Requirements	Grant Admin. Requirements
State or Local Govt. & Indian Tribal Govts.	OMB Circular A-87	OMB Circular A-133	SLCAG	OMB Common Rule
Hospitals	45 CFR 74, App. E	OMB Circular A-133	SLCAG	OMB Common Rule or Circular A-110
College or University	OMB Circular A-21	OMB Circular A-133	SLCAG	OMB Circular A-110
Non-Profit Organization	OMB Circular A-122	OMB Circular A-133	SLCAG	OMB Circular A-110
For Profit Organization	48 CFR 31	n/a	n/a	OMB Circular A-110

a. Unless specifically exempted in the Contract's or Grant's special provisions, the proposed Contractor or Grantee must comply with applicable federal cost principles and grant administration requirements if state funds are received. If a Contract or Grant is awarded, the Contractor or Grantee shall also provide the Department with a copy of all reports required by the State Legal Compliance Audit Guide (SLCAG) as defined in Chapter 2, Title 51, UCA. A

Contractor or Grantee who receives \$100,000 or more in a year from federal, state, or local government sources may be subject to federal and State of Utah audit requirements. Copies of required audit reports shall be sent to the Utah Department of Health, Bureau of Financial Audit, Box 144002, Salt Lake City, Utah 84114-4002.

b. Federal audit requirements demand that organizations that expend \$500,000 or more in a year in federal financial assistance shall have a single or program specific audit conducted for that year. SLCAG requires the filing of financial reports with the State Auditor by all counties, cities, towns, school districts, and non-profit corporations that receive at least 50 percent of its funds from federal, state, or local government entities. The Contractor or Grantee will assure compliance with these requirements and will initiate the process by providing the following data:

1. Contractor's or Grantee's accounting year:

From \_\_\_\_\_ To \_\_\_\_\_

2. Funding projected from Federal, State, or Local governments:

Amount \$ \_\_\_\_\_ Percent of Total Revenues \_\_\_\_\_ %

3. Single Audit:

Performed last year	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Required for current year	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4. Contractor's or Grantee's representative for financial matters:

Name \_\_\_\_\_

Title \_\_\_\_\_ Phone No. \_\_\_\_\_

4. \_\_\_\_\_ has established safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
5. \_\_\_\_\_ shall comply with all applicable requirements of all other laws, executive orders, regulations and policies governing this program.
6. \_\_\_\_\_ to the best knowledge and belief of the proposed Contractor or Grantee and its principals, the proposed Contractor or Grantee and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
  - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 6(b) of this certification; and
  - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

By submitting this proposal, the proposed Contractor or Grantee agrees to include without modification the clauses contained in paragraph 6(a) through (d) with subgrantees or contractors, in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76. Should the proposed Contractor or Grantee not be able to provide this certification, an explanation, signed by the proposed Contractor or Grantee as to why certification cannot be provided, should be attached to this document.

7. \_\_\_\_\_ is in compliance with government-wide guidance on lobbying restrictions (31 U.S.C. § 1352) and that:
- a. \_\_\_\_\_ no federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. \_\_\_\_\_ if any funds other than federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the Contractor or Grantee shall complete and submit Federal Standard Form LLL, "Disclosure Form to report Lobbying," in accordance with its instructions.

8. has disclosed all public officers or employees who are related parties to the proposed Contractor or Grantee. As used in this paragraph, "related parties" means any person related to the proposed Contractor or Grantee by blood, marriage, partnership, common directors or officers, or 10% or greater direct or indirect ownership in a common entity. (Disclosure is to be made by attaching a separate sheet to this document listing all public officers and employees who are related parties to the proposed Contractor or Grantee.)
9. has complied with the Public Officers' and Employees' Ethics Act, § 67-16-10, UCA, which prohibits actions that may create or that are actual or potential conflicts of interest. It also provides that "no person shall induce or seek to induce any public officer or public employee to violate any of the provisions of this act."

.....  
AUTHORIZED AGENT OF PROPOSED CONTRACTOR OR GRANTEE

\_\_\_\_\_  
Signature Date

STATE OF \_\_\_\_\_ |  
COUNTY OF \_\_\_\_\_ | SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_, personally appeared before me and executed the above certification in my presence.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
*If the proposed Contractor or Grantee is a corporation the following Corporate Acknowledgment must be completed.*

I, \_\_\_\_\_, certify that the following are authorized agents of \_\_\_\_\_  
(Corporate Secretary) (Name of Corporation)

and are duly authorized by authority of said corporation to sign the above assurances and the Contract or Grant on behalf of the corporation.

\_\_\_\_\_  
(Authorized Agent of Corporation \*\*) Title

\_\_\_\_\_  
(Authorized Agent of Corporation \*\*) Title

\_\_\_\_\_  
Corporate Secretary Signature date

\*\* (Note: authorized agent of Corporation must not be Corporate Secretary)

CORPORATION SEAL

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of	Date ▶
	U.S. person ▶	

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# BUDGET SHEET

FORM 4

## Instructions

- Categories not requesting funds for, leave blank.
- Add to any categories as necessary.

1. PERSONNEL				
Name/Position	RPE Hours per year		Hourly Wage	
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
			<b>TOTAL</b>	<b>\$0.00</b>

2. FRINGE BENEFITS-Fringe benefits applicable to direct salaries and wages are treated as direct costs.				
Name, Position	Fringe Benefit Rate		Yearly Salary	
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
			<b>TOTAL</b>	<b>\$0.00</b>

3. CONSULTANT - A consultant is an individual hired to give professional advice or services for a fee but not as an employee of the hiring party.				
Name,Organizational Affiliation, Service Provided	Hourly Rate		Provided Hours	
	\$0.00	x		= \$0.00
	\$0.00	x		= \$0.00
	\$0.00	x		= \$0.00
<b>Travel, Per Diem, and Other Related Expenses</b>				
	\$0.00	x		= \$0.00
	\$0.00	x		= \$0.00
	\$0.00	x		= \$0.00
Provide justification for consultant costs and description of duties.			<b>TOTAL</b>	<b>\$0.00</b>

4. EQUIPMENT - For state and local governments (under 45 CFR Part 92), equipment is defined as "an article of tangible, nonexpendable, personal property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit. List each item of equipment separately and provide cost of each item. Give justification for each item of equipment by relating it to program objectives.				
Item	Quantity		Unit Price	
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
		x	\$0.00	= \$0.00
			<b>TOTAL</b>	<b>\$0.00</b>



**5. SUPPLIES** - List types of supplies (General office, printing, promotional, etc.). Provide unit cost and number needed (whenever possible). Provide totals for the types of supplies. Give as much detail and justification for the supply items by relating them to specific program objectives whenever possible.

Item	Quantity	Unit Price		
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

Detail and Justification

## 6. TRAVEL

### Local Travel

Travel Destination/Purpose	Total Miles	Per-Mile Rate		
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00
	x	\$0.00	=	\$0.00

### Over Night Travel

Travel Destination/Purpose	Lodging	Number of Individuals		
			=	\$0.00
			=	\$0.00
			=	\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

Give purpose of the trip, the destination, and the persons by name and title that will be traveling.

Provide justification for the travel by relating it to program objectives.

## 7. OTHER (Examples)

Name of Item	Cost	Quantity		
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
	\$0.00	x	=	\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

Detail and Justification

## **ATTACHMENT "A"**

### **UTAH DEPARTMENT OF HEALTH**

#### **General Grant Provisions**

<b>I. GRANT DEFINITIONS</b>	<b>1</b>
<b>II. AUTHORITY</b>	<b>1</b>
<b>III. MISCELLANEOUS PROVISIONS</b>	<b>2</b>
<b>IV. UTAH INDOOR CLEAN AIR ACT</b>	<b>3</b>
<b>V. RELATED PARTIES &amp; CONFLICTS OF INTEREST</b>	<b>4</b>
<b>VI. OTHER AGREEMENTS</b>	<b>4</b>
<b>VII. SUBGRANTS &amp; ASSIGNMENTS</b>	<b>4</b>
<b>VIII. FURTHER WARRANTY</b>	<b>4</b>
<b>IX. INFORMATION OWNERSHIP</b>	<b>4</b>
<b>X. SOFTWARE OWNERSHIP</b>	<b>4</b>
<b>XI. INFORMATION PRACTICES</b>	<b>5</b>
<b>XII. INDEMNIFICATION</b>	<b>5</b>
<b>XIII. SUBMISSION OF REPORTS</b>	<b>6</b>
<b>XIV. PAYMENT</b>	<b>6</b>
<b>XV. RECORD KEEPING, AUDITS, &amp; INSPECTIONS</b>	<b>6</b>
<b>XVI. GRANT ADMINISTRATION REQUIREMENTS</b>	<b>7</b>
<b>XVII. DEFAULT, TERMINATION, &amp; PAYMENT ADJUSTMENT</b>	<b>9</b>
<b>XVIII. FEDERAL REQUIREMENTS</b>	<b>10</b>

## ATTACHMENT "A"

### UTAH DEPARTMENT OF HEALTH GENERAL GRANT PROVISIONS

#### I. GRANT DEFINITIONS

The following definitions apply in these general grant provisions:

**"Assign"** or **"Assignment"** means the transfer of all rights and delegation of all duties in the grant to another person.

**"Business"** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

**"This Grant"** means this agreement between the Department and the Grantee, including both the General Grant Provisions and the Special Provisions.

**"The Grantee"** means the person who delivers the services or goods described in this Grant, other than the state or the Department.

**"The Department"** means the Utah Department of Health.

**"Director"** means the Executive Director of the Department or authorized representative.

**"Equipment"** means capital equipment which costs at least \$1,000 and has a useful life of one year or more unless a different definition or amount is set forth in the Special Provisions or specific Department Program policy as described in writing to Grantee.

**"Federal law"** means the constitution, orders, case law, statutes, rules, and regulations of the federal government.

**"Grant provisions"** means those provisions of this Grant which are set forth under the heading "General Grant Provisions."

**"Governmental entity"** means a federal, state, local, or federally-recognized Indian tribal government, or any subdivision thereof.

**"Individual"** means a living human being.

**"Local health department"** means a local health department as defined in § 26A-1-102, Utah Code Annotated, 1953 as amended (UCA.).

**"Non-governmental entity"** means privately held non-profit or for profit organization not classified as a "Governmental entity."

**"Person"** means any governmental entity, business, individual, union, committee, club, other organization, or group of individuals.

**"Recipient"** means an individual who is eligible for services provided by the Department or by an authorized Grantee of the Department under the terms of this Grant.

**"Services"** means the furnishing of labor, time, or effort by a Grantee, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.

**"Special provisions"** means those provisions of this Grant which are in addition to the General Grant Provisions and which more fully describe the goods or services covered by this Grant.

**"State"** means the State of Utah.

**"State law"** means the constitution, orders, case law, statutes, and rules, of the state.

**"Subgrant"** means any signed agreement between the Grantee and a third party to provide goods or services for which the Grantee is obligated, except purchase orders for standard commercial equipment, products, or services.

**"Subgrantee"** means the person who performs the services or delivers the goods described in a subgrant.

#### II. AUTHORITY

1. The Department's authority to enter into this Grant is derived from Chapter 56, Title 63, UCA; Titles 26 and 26A, UCA; and from related statutes.
2. The Grantee represents that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project or services described in this Grant.

## ATTACHMENT "A"

### III. MISCELLANEOUS PROVISIONS

1. For reference clarity, as used in these General Grant Provisions: "ARTICLE" refers to a major topic designated by capitalized roman numerals; "SECTION" refers to the next lower numbered heading designated by arabic numerals, and "SUBSECTIONS" refers to the next two lower headings designated by lower case letters and lower case roman numerals.
2. If the General Grant Provisions and the special provisions of this Grant conflict, the special provisions govern.
3. These provisions distinguish between two Grantee types: Governmental and Non-governmental. Unspecified text applies to both types. Type-specific statements appear in bold print (*e.g.*, **Non-governmental entities only**).
4. Once signed by the Director and the State Division of Finance, when applicable, and the State Division of Purchasing, when applicable, this Grant becomes effective on the date specified in this Grant. Changes made to the unsigned Grant document shall be initialed by both persons signing this Grant on page one. Changes made to this Grant after the signatures are made on page one may only be made by a separate written amendment signed by persons authorized to amend this Grant.
5. Neither party may enlarge, modify, or reduce the terms, scope of work, or dollar amount in this Grant, except by written amendment as provided in section 4.
6. This Grant and the grants that incorporate its provisions contain the entire agreement between the Department and the Grantee. Any statements, promises, or inducements made by either party or the agent of either party which are not contained in the written Grant or other grants are not valid or binding.
7. The Grantee shall comply with all applicable laws regarding federal and state taxes, unemployment insurance, disability insurance, and workers' compensation.
8. The Grantee is an independent contractor, having no authorization, express or implied, to bind the Department to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the Department unless expressly set forth herein. Compensation stated herein shall be the total amount payable to the Grantee by the Department. The Grantee shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the Department for these grant services.
9. The Grantee shall maintain all licenses, permits, and authority required to accomplish its obligations under this Grant.
10. The Grantee shall obtain prior written Department approval before purchasing any equipment with grant funds.
11. Notice shall be in writing, directed to the contact person on page one of this Grant, and delivered by certified mail or by hand to the other party's most currently known address. The notice shall be effective when placed in the U.S. mail or hand-delivered.
12. The Department and the Grantee shall attempt to resolve grant disputes through available administrative remedies prior to initiating any court action.
13. This Grant shall be construed and governed by the laws of the State of Utah. The Grantee submits to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Grant or the breach thereof. The proper venue of any legal action arising under this grant shall be in Salt Lake City, Utah.
14. Any court ruling or other binding legal declaration which declares that any provision of this Grant is illegal or void, shall not affect the legality and enforceability of any other provision of this Grant, unless the provisions are mutually dependent.
15. The Grantee agrees to maintain the confidentiality of records that it holds as agent for the Department as required by the Government Records Access and Management Act, Title 63, Chapter 2, UCA and the confidentiality of records requirements of Title 26, UCA.
16. The Grantee agrees to abide by the State of Utah's executive order, dated March 17, 1993, which prohibits sexual harassment in the workplace.
17. The waiver by either party of any provision, term, covenant or condition of this Grant shall not be deemed to be a waiver of any other provision, covenant or condition of this Grant nor any subsequent breach of the same or any other provision, term, covenant or condition of this Grant.
18. The Grantee agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Department under this Grant. The Grantee acknowledges that the Uniform Commercial Code applies to this Grant. In general, the Grantee warrants that: (a) the

## ATTACHMENT "A"

product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Department has relied on the Grantee's skill or judgement to consider when it advised the Department about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Department has not been warned..

19. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid for from State funds and used in the exercise of that entity's essential functions. If the items purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the grant.

20. The Grantee agrees that the Grant will be a public document, and may be available for distribution. Grantee gives the Department express permission to make copies of the Grant and/or of the response to the solicitation in accordance with State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

21. This Grant may be amended, modified, or supplemented only by written amendment to the Grant, executed by the parties hereto, and attached to the original, signed copy of the Grant.

22. Unless otherwise specified in this Grant, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Grantee. Responsibility and liability for loss or damage will remain with Grantee until final inspection and acceptance, when responsibility will pass to the Department, except as to latent defects, fraud and Grantee's warranty obligations.

23. All orders will be shipped promptly in accordance with the delivery schedule. The Grantee will promptly submit invoices (within 30 days of shipment or delivery of services) to the Department. The State grant number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the Grant order. The prices paid by the Department will be those prices listed in the Grant. The Department has the right to adjust or return any invoice reflecting incorrect pricing.

24. The Grantee will release, indemnify, and hold the State, its officers, agents, and employees harmless from liability of any kind or nature, including the Grantee's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in the performance of this Grant.

25. Neither party to this Grant will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The Department may terminate this Grant after determining that such delay or default will reasonably prevent successful performance of the Grant.

26. The Grantee understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953 as amended).

27. Grantee Terms and Conditions that apply must be in writing and attached to the Grant. No other Terms and Conditions will apply to this Grant, including terms listed or referenced on a Grantee's website, terms listed in a Grantee quotation/sales order, etc. In the event of any conflict in the grant terms and conditions, the order of precedence shall be: 1. Department General Grant Provisions; 2. Department Special Provisions; 3. Grantee Terms and Conditions.

### IV. UTAH INDOOR CLEAN AIR ACT

The Grantee, for all personnel operating within the State of Utah, shall comply with the Utah Indoor Clean Air Act, Title 26, Chapter 38, UCA, which prohibits smoking in public places.

## **ATTACHMENT "A"**

### **V. RELATED PARTIES & CONFLICTS OF INTEREST**

1. The Grantee may not pay related parties for goods, services, facilities, leases, salaries, wages, professional fees, or the like for grant expenses without the prior written consent of the Department. The Department may consider the payments to the related parties as disallowed expenditures and accordingly adjust the Department's payment to the Grantee for all related party payments made without the Department's consent. As used in this section, "related parties" means any person related to the Grantee by blood, marriage, partnership, common directors or officers, or 10% or greater direct or indirect ownership in a common entity.
2. The Grantee shall comply with the Public Officers' and Employees' Ethics Act, § 67-16-10, UCA, which prohibits actions that may create or that are actual or potential conflicts of interest. It also provides that "no person shall induce or seek to induce any public officer or public employee to violate any of the provisions of this act." The Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with § 67-16-8, UCA.

### **VI. OTHER GRANTS**

1. The Department may perform additional work related to this Grant or award other grants for such work. The Grantee shall cooperate fully with other grantees, public officers, and public employees in scheduling and coordinating grant work. The Grantee shall give other grantees reasonable opportunity to execute their work and shall not interfere with the scheduled work of other grantees, public officers, and public employees.
2. The Department shall not unreasonably interfere with the Grantee's performance of its obligations under this Grant.

### **VII. SUBGRANTS & ASSIGNMENTS**

The Grantee shall not assign, sell, transfer, subgrant, or sublet rights or delegate responsibilities under this Agreement, in whole or part, without the prior written consent of the Department. The Department agrees that the Grantee may partially subgrant services, provided that the Grantee retains ultimate responsibility for performance of all terms, conditions and provisions of this Agreement. When subgranting, the Grantee agrees to use written subgrants that conform with Federal and State laws. The Grantee shall request Department approval for any assignment at least 20 days prior to its effective date.

### **VIII. FURTHER WARRANTY**

The Grantee warrants that (a) all services shall be performed in conformity with the requirements of this Grant by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished pursuant to this Grant shall be free from defects and shall conform to grant requirements. For any item that the Department determines does not conform with the warranty, the Department may arrange to have the item repaired or replaced, either by the Grantee or by a third party at the Department's option, at the Grantee's expense.

### **IX. INFORMATION OWNERSHIP**

Except for confidential medical records held by direct care providers, the Department shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Grant. The Grantee may not use, except in meeting its obligations under this Grant, information gathered, reports developed, or conclusions reached in performance of this Grant without the express written consent of the Department.

### **X. SOFTWARE OWNERSHIP**

1. If the Grantee develops or pays to have developed computer software exclusively with funds or proceeds from this Grant to perform its obligations under this Grant, or to perform computerized tasks that it was not previously performing to meet its obligations under this Grant, the computer software shall be exclusively owned by or licensed to the Department. In the case of software owned by the Department, the Department grants to the Grantee a nontransferable, nonexclusive license to use the software in the performance of this Grant. In the case of software licensed to the Department, the Department grants to the Grantee permission to use the software in the performance of this Grant. This license or permission, as the case may be, terminates when the Grantee has completed its work

## ATTACHMENT "A"

under this Grant.

2. If the Grantee develops or pays to have developed computer software which is an addition to existing software owned by or licensed exclusively with funds or proceeds from this Grant, or to modify software to perform computerized tasks in a manner different than previously performed, to meet its obligations under this Grant, the addition shall be exclusively owned by or licensed to the Department. In the case of software owned by the Department, the Department grants to the Grantee a nontransferable, nonexclusive license to use the software in the performance of this Grant. In the case of software licensed to the Department, the Department grants to the Grantee permission to use the software in the performance of this Grant. This license or permission, as the case may be, terminates when the Grantee has completed its work under this Grant.

3. If the Grantee uses computer software licensed to it which it does not modify or program to handle the specific tasks required by this grant, then to the extent allowed by the license agreement between the Grantee and the owner of the software, the Grantee grants to the Department a continuing nonexclusive license to use the software, either by the Department or by a different Grantee, to perform work substantially identical to the work performed by the Grantee under this Grant. If the Grantee cannot grant the license as required by this section, then the Grantee shall reveal the input screens, report formats, data structures, linkages, and relations used in performing its obligations under this Grant in such a manner to allow the Department or another Grantee to continue the work performed by the Grantee under this Grant.

4. The Grantee shall deliver to the Department a copy of the software or information required by this Article within 90 days after the commencement of this Grant and thereafter immediately upon making a modification to any of the software which is the subject of this Grant.

### XI. INFORMATION PRACTICES

1. **(Governmental entities only)** The Grantee shall establish, maintain, and practice information procedures and controls that comply with Federal and State law. The Grantee assures that any information about an individual that it receives or requests from the Department pursuant to this Grant is necessary to the performance of its duties and functions and that the information will be used only for the purposes set forth in this Grant. The Department shall inform the Grantee of any non-public designation of any information it provides to the Grantee.

2. **(Non-governmental entities only)** The Grantee shall establish, maintain, and practice information procedures and controls that comply with Federal and State law. The Grantee may not release any information regarding any person from any information provided by the Department, unless the Department first consents in writing to the release.

### XII. INDEMNIFICATION

1. **(Governmental entities only)** It is mutually agreed that each party assumes liability for the negligent or wrongful acts committed by its own agents, officials, or employees, regardless of the source of funding for this Grant. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

2. **(Non-governmental entities only)** To the extent authorized by law, the Grantee shall indemnify and hold harmless the Department and any of its agents, officers, and employees, from any claims, demands, suits, actions, proceedings, loss, injury, death, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought, made against, or incurred by that party on account of loss or damage to any property, or for injuries to or death of any person, caused by, arising directly or indirectly out of, or contributed to in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Grantee or its employees, agents, or representatives, or subgrantees or Grant employees, agents, or representatives, in connection with, incident to, or arising directly or indirectly out of this Grant, or arising out of workers' compensation claims, unemployment, or claims under similar such laws or obligations.

## **ATTACHMENT "A"**

### **XIII. SUBMISSION OF REPORTS**

If the Grantee is a Local Health Department, it shall submit monthly expenditure reports to the Department in a format approved by the Department. All other Grantees shall submit monthly summarized billing statements to the Department. Expenditure reports and billing statements must be submitted to the Department within 30 days following the last day of the month in which the expenditures were incurred or the services provided.

### **XIV. PAYMENT**

1. If a recipient, a recipient's insurance, or any third-party is responsible to pay for services rendered pursuant to this Grant, the Grantee shall bill and collect for the goods or services provided to the recipient. The Department shall reimburse total actual expenditures, less amounts collected as required by this section.
2. Under no circumstances shall the Department authorize payment to the Grantee that exceeds the amount specified in this Grant without an amendment to the Grant.
3. The Department agrees to make every effort to pay for completed services, and payments are conditioned upon receipt of applicable, accurate, and completed reports prepared by the Grantee and delivered to the Department. The Department may delay or deny payment for final expenditure reports received more than 20 days after the Grantee has satisfied all Grant requirements.
4. In the case that funds are not appropriated or are reduced, the Department will reimburse Grantee for products delivered or services performed through the date of cancellation or reduction, and the Department will not be liable for any future commitments, penalties, or liquidated damages.

### **XV. RECORD KEEPING, AUDITS, & INSPECTIONS**

1. The Grantee shall use an accrual or a modified accrual basis for reporting annual fiscal data, as required by Generally Accepted Accounting Principles (GAAP). Required monthly or quarterly reports may be reported using a cash basis.
2. The Grantee and any subgrantees shall maintain financial and operation records relating to grant services, requirements, collections, and expenditures in sufficient detail to document all grant fund transactions. The Grantee and any subgrantees shall maintain and make all records necessary and reasonable for a full and complete audit, inspection, and monitoring of services by state and federal auditors, and Department staff during normal business hours or by appointment, until all audits and reviews initiated by federal and state auditors are completed, or for a period of four years from the date of termination of this Grant, whichever is longer, or for any period required elsewhere in this Grant.
3. The Grantee shall retain all records which relate to disputes, litigations, claim settlements arising from grant performance, or cost/expense exceptions initiated by the Director, until all disputes, litigations, claims, or exceptions are resolved.
4. The Grantee shall comply with federal and state regulations concerning cost principles, audit requirements, and grant administration requirements, cited in Table 1. Unless specifically exempted in this Grant's special provisions, the Grantee must comply with applicable federal cost principles and grant administration requirements if state funds are received. The Grantee shall also provide the Department with a copy of all reports required by the State Legal Compliance Audit Guide (SLCAG) as defined in Chapter 2, Title 51, UCA. All federal and state principles and requirements cited in Table 1 are available for inspection at the Utah Department of Health during normal business hours. A Grantee who receives \$100,000 or more in a year from all federal or from all state sources may be subject to federal and state audit requirements. A Grantee who receives \$500,000 for fiscal years ending after December 31, 2003 or more per year from federal sources may be subject to the federal single audit requirement. Counties, cities, towns, school districts, and all non-profit corporations that receive 50 percent or more of its funds from federal, state or local governmental entities are subject to the State of Utah Legal Compliance Audit Guide. Copies of required audit reports shall be sent to the Utah Department of Health, Bureau of Financial Audit, Box 144002, Salt Lake City, Utah 84114-4002.



## ATTACHMENT "A"

<b>Federal and State Principles and Requirements</b>				
<u>Grantee</u>	<u>Cost Principles</u>	<u>Federal Audit Requirements</u>	<u>State Audit Requirements</u>	<u>Grant Admin. Requirements</u>
State or Local Govt. & Indian Tribal Govts.	OMB Circular A-87	OMB Circular A-133	SLCAG	OMB Common Rule
Hospitals	45 CFR 74, App. E	OMB Circular A-133	SLCAG	OMB Common Rule or Circular A-110
College or University	OMB Circular A-21	OMB Circular A-133	SLCAG	OMB Circular A-110
Non-Profit Organization	OMB Circular A-122	OMB Circular A-133	SLCAG	OMB Circular A-110
For-Profit Organization	48 CFR 31	n/a	n/a	OMB Circular A-110
<u>Documents</u>	<u>Web Address</u>			
OMB Circulars	<a href="http://www.whitehouse.gov/omb/circulars/index.html">http://www.whitehouse.gov/omb/circulars/index.html</a>			
OMB Common Rule	<a href="http://www.whitehouse.gov/omb/grants/attach.html">http://www.whitehouse.gov/omb/grants/attach.html</a>			
CFRs	<a href="http://www.access.gpo.gov/nara/cfr/cfr-table-search.html">http://www.access.gpo.gov/nara/cfr/cfr-table-search.html</a>			
SLCAG	<a href="http://www.sao.state.ut.us/resources/resources-lg.htm">http://www.sao.state.ut.us/resources/resources-lg.htm</a>			

**Table 1**

### XVI. GRANT ADMINISTRATION REQUIREMENTS

The Grantee agrees to administer this Grant in compliance with either OMB Common Rule or OMB Circular A-110 depending upon the legal status of the of the Grantee as shown in Table 1. Financial management, procurement, and affirmative step requirements specify that:

1. the Grantee must have fiscal control and accounting procedures sufficient to:
  - a. permit preparation of reports required by this Grant, and
  - b. permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
2. the Grantee's financial management systems must meet the following standards:
  - a. *financial reporting*. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of this Grant.
  - b. *accounting records*. The Grantee must maintain records which adequately identify the source and application of funds provided for federally financially-assisted activities. These records must contain information pertaining to the Grantee's awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
  - c. *internal control*. Effective control and accountability must be maintained for all Grant cash, real and personal property, and other assets. The Grantee must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
  - d. *budget control*. Actual expenditures or outlays must be compared with budgeted amounts for the Grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in this Grant. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
3. Federal OMB cost principles, federal agency program regulations, and the terms of grant and subgrant, and grant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.
  - a. *source documentation*. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, grant and subgrant award documents, etc.
  - b. *cash management*. Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the Department and the Grantee must be followed whenever advance payment procedures are used.

## ATTACHMENT "A"

4. the Grantee shall use its own procurement procedures which reflect applicable State and local laws, rules, and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this Grant.

- a. The Grantee will maintain a grant administration system which ensures that subgrantees perform in accordance with the terms, conditions, and specifications of its grants or purchase orders.
- b. The Grantee will maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of grants. No employee, officer or agent of the Department or the Grantee shall participate in selection, or in the award or administration of a grant supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
  - i. the employee, officer or agent,
  - ii. any member of his immediate family,
  - iii. his or her partner; or
  - iv. an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Department's or the Grantee's officer, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from grantees, potential grantees, or parties to subagreements. The Department and the Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Department's or the Grantee's officers, employees, or agents, or by subgrantees or their agents.
- c. The Grantee's procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- d. To foster greater economy and efficiency, the Grantee, if a governmental entity, is encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
- e. If allowed by law, the Grantee is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- f. The Grantee may grant only with responsible grantees possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
- g. The Grantee shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to the following:
  - i. the rationale for the method of procurement,
  - ii. selection of grant type,
  - iii. grantee selection or rejection, and
  - iv. the basis for the grant price.
- h. The Grantee may use time and material type grants only:
  - i. after a determination that no other grant is suitable, and
  - ii. if the Grant includes a ceiling price that the Grantee exceeds at its own risk.
- i. The Grantee alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all grant and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the Grantee of any grant responsibilities under its grants.
- j. The Grantee shall have protest procedures to handle and resolve disputes relating to its procurements and shall in all instances disclose information regarding the protest to the federal funding agency. A protestor must exhaust all administrative remedies with the Department and the Grantee before pursuing a protest with the federal funding agency.

5. the Grantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. assuring that small and minority businesses, and women's business enterprises are solicited whenever they

## **ATTACHMENT "A"**

are potential sources;

- c. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- f. requiring the prime grantee, if subgrants are to be let, to take the affirmative steps listed in Article XVI, section 5, subsections a - e.

### **XVII. DEFAULT, TERMINATION, & PAYMENT ADJUSTMENT**

1. Each party may terminate this Grant with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall send a notice, which meets the notice requirements of this Grant, citing the default and giving notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within fifteen days of the notice. If the default is not cured within the fifteen days, the party giving notice may terminate this Grant 45 days from the date of the initial notice of default or at a later date specified in the notice.
2. The Department may terminate this Grant without cause, in advance of the specified termination date, upon 30 days written notice.
3. The Department agrees to use its best efforts to obtain funding for multi-year grants. If continued funding for this Grant is not appropriated or budgeted at any time throughout the multi-year grant period, the Department may terminate this Grant upon 30 days notice.
4. If funding to the Department is reduced due to an order by the Legislature or the Governor, or is required by federal or state law, the Department may terminate this Grant or proportionately reduce the services and goods due and the amount due from the Department upon 30 days written notice. If the specific funding source for the subject matter of this Grant is reduced, the Department may terminate this Grant or proportionately reduce the services and goods due and the amount due from the Department upon 30 written notice being given to the Grantee.
5. If the Department terminates this Grant, the Department may procure replacement goods or services upon terms and conditions necessary to replace the Grantee's obligations. If the termination is due to the Grantee's failure to perform, and the Department procures replacement goods or services, the Grantee agrees to pay the excess costs associated with obtaining the replacement goods or services.
6. If the Grantee terminates this Grant without cause, the Department may treat the Grantee's action as a default under this Grant.
7. The Department may terminate this Grant if the Grantee becomes debarred, insolvent, files bankruptcy or reorganization proceedings, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this Grant.
8. If the Grantee defaults in any manner in the performance of any obligation under this Grant, or if audit exceptions are identified, the Department may, at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or state funds as a result of the Grantee's failure to comply with federal regulations or state rules. In addition, the Department may withhold amounts due the Grantee under this Grant, any other current agreement between the Department and the Grantee, or any future payments due the Grantee to recover the funds. The Department shall notify the Grantee of the Department's action in adjusting the amount of payment or withholding payment. This Grant is executory until such repayment is made.
9. The rights and remedies of the Department enumerated in this article are in addition to any other rights or remedies provided in this Grant or available in law or equity.
10. Upon termination of the Grant, all accounts and payments for services rendered to the date of termination will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. If the Department terminates this Grant, the Grantee shall stop all work as specified in the notice of termination. The Department shall not be liable for work or services performed beyond the termination date as specified in the notice of termination.
11. Any of the following events will constitute cause for the Department to declare Grantee in default of the Grant:
  - a. Nonperformance of grant requirements; b. A material breach of any term or condition of this Grant. The

## ATTACHMENT "A"

Department will issue a written notice of default providing a ten (15) day period in which Grantee will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Grantee's liability for damages. If the default remains, after Grantee has been provided the opportunity to cure, the Department may do one or more of the following: c. Exercise any remedy provided by law; d. Terminate this Grant and any related Agreements or portions thereof; e. Impose liquidated damages, if liquidated damages are listed in the Grant; f. Suspend Grantee from receiving future solicitations.

### XVIII. FEDERAL REQUIREMENTS

The Grantee shall comply with all applicable federal requirements. To the extent that the Department is able, the Department shall give further clarification of federal requirements upon the Grantee's request. If the Grantee is receiving federal funds under this Grant, certain federal requirements apply. The Grantee agrees to comply with the federal requirements to the extent that they are applicable to the subject matter of this Grant and are required by the amount of federal funds involved in this Grant.

#### 1. Civil Rights Requirements:

- a. The Civil Rights Act of 1964, Title VI, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Health and Human Services regulation implementing this requirement is 45 CFR Part 80.
- b. The Civil Rights Act of 1964, Title VII, (P.L. 88-352 & 42 U.S.C. § 2000e) prohibits employers from discriminating against employees on the basis of race, color, religion, national origin, and sex. Title VII applies to employers of fifteen or more employees, and prohibits all discriminatory employment practices.
- c. The Rehabilitation Act of 1973, as amended, section 504, provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Health and Human Services regulation 45 CFR Part 84 implements this requirement.
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), prohibits unreasonable discrimination on the basis of age in any program or activity receiving federal financial assistance. The Health and Human Services regulation implementing the provisions of the Age Discrimination Act is 45 CFR Part 91.
- e. The Education Amendments of 1972, Title IX, (20 U.S.C. §§ 1681-1683 and 1685-1686), section 901, provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. Health and Human Services regulation 45 CFR Part 86 implements this requirement.
- f. Executive Order No. 11246, as amended by Executive Order 11375 relates to "Equal Employment Opportunity," (all construction grants and subgrants in excess of \$10,000)
- g. Americans with Disabilities Act of 1990, (P.L. 101-336), section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), prohibits discrimination on the basis of disability.
- h. The Public Health Service Act, as amended, Title VII, section 704 and TITLE VIII, section 855, forbids the extension of federal support for health manpower and nurse training programs authorized under those titles to any entity that discriminates on the basis of sex in the admission of individuals to its training programs. Health and Human Services regulation implementing this requirement is 45 CFR Part 83.
- i. The Public Health Service Act, as amended, section 526, provides that drug abusers who are suffering from medical conditions shall not be discriminated against in admission or treatment because of their drug abuse or drug dependence, by any private or public general hospital that receives support in any form from any federally funded program. This prohibition is extended to all outpatient facilities receiving or benefitting from federal financial assistance by 45 CFR Part 84.
- j. The Public Health Service Act, as amended, section 522, provides that alcohol abusers and alcoholics who are suffering from medical conditions shall not be discriminated against in admission or treatment, solely because of their alcohol abuse or alcoholism, by any private or public general hospital that receives support in any form from any federally funded program. This prohibition is extended to all outpatient facilities receiving or benefitting from federal financial assistance by 45 CFR Part 84.

## ATTACHMENT "A"

2. **Confidentiality:** The Public Health Service Act, as amended, sections 301(d) and 543, require that certain records be kept confidential except under certain specified circumstances and for specified purposes. Confidential records include records of the identity, diagnosis, prognosis, or treatment of any patient that are maintained in connection with the performance of any activity or program relating to drug abuse prevention, i.e., drug abuse education, training, treatment, or research, or alcoholism or alcohol abuse education, training, treatment, rehabilitation, or research that is directly or indirectly assisted by the federal government. Public Health Service regulations 42 CFR Parts 2 and 2a implement these requirements.

3. **Lobbying Restrictions:** Lobbying restrictions as required by 31 U.S.C. § 1352, requires the Grantee to abide by this section and to place its language in all of its grants:

- a. No federal funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the federal agreement, grant, loan, or cooperative agreement, the Grantee shall complete and submit Federal Standard Form LLL, "Disclosure Form to report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this article be included in the award documents for all subgrants and that subgrantees shall certify and disclose accordingly.

4. **Debarment, suspension or other ineligibility:** The Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this Grant by any governmental department or agency. The Grantee must notify the Department within 30 days in accordance with the notification requirements specified in Article III, section 11 of this Grant if the Grantee has been debarred by any governmental entity within the Grant period. Debarment regulations are stated in Health and Human Services regulation 45 CFR Part 76.

5. **Environmental Impact:** The National Environmental Policy Act of 1969 (NEPA) (Public Law 91-190) establishes national policy goals and procedures to protect and enhance the environment. NEPA applies to all federal agencies and requires them to consider the probable environmental consequences of any major federal activity, including activities of other organizations operating with the concurrence or support of a federal agency. This includes grant-supported activities under this Grant if federal funds are involved. Additional environmental requirements include:

- a. the institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514;
- b. the notification of violating facilities pursuant to Executive Order 11738 (all agreements, grants, and subgrants in excess of \$100,000);
- c. the protection of wetlands pursuant to Executive Order 11990;
- d. the evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- e. the assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- f. the conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- g. the protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523),
- h. the protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205) and;
- i. the protection of the national wild and scenic rivers system under the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.).

6. **Human Subjects:** The Public Health Service Act, section 474(a), implemented by 45 CFR Part 46, requires basic protection for human subjects involved in Public Health Service grant supported research activities. Human

## ATTACHMENT "A"

subject is defined in the regulation as "a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual or identifiable private information." The regulation extends to the use of human organs, tissues, and body fluids from individually identifiable human subjects as well as to graphic, written, or recorded information derived from individually identifiable human subjects. The regulation also specifies additional protection for certain classes of human research involving fetuses, pregnant women, human in vitro fertilization, and prisoners. However, the regulation exempts certain categories of research involving human subjects which normally involve little or no risk. The exemptions are listed in 45 CFR Part 46.101(b). The protection of human subjects involved in research, development, and related activities is found in P.L. 93-348.

**7. Sterilization:** Health and Human Services and Public Health Service have established certain limitations on the performance of nonemergency sterilizations by Public Health Service grant-supported programs or projects that are otherwise authorized to perform such sterilizations. Public Health Service has issued regulations that establish safeguards to ensure that such sterilizations are performed on the basis of informed consent and that the solicitation of consent is not based on the withholding of benefits. These regulations, published at 42 CFR Part 50, Subpart B, apply to the performance of nonemergency sterilizations on persons legally capable of consenting to the sterilization. Federal financial participation is not available for any sterilization procedure performed on an individual who is under the age of 21, legally incapable of consenting to the sterilization, declared mentally incompetent, or is institutionalized.

**8. Abortions and Related Medical Services:** Federal financial participation is generally not available for the performance of an abortion in a grant-supported health services project. For further information on this subject, consult the regulation at 42 CFR Part 50, Subpart C.

**9. Recombinant DNA and Institutional Biosafety Committees:** Each institution where research involving recombinant DNA technology is being or will be conducted must establish a standing Biosafety Committee. Requirements for the composition of such a committee are given in Section IV of *Guidelines for Research Involving Recombinant DNA Molecules*, (49 FR 46266 or latest revision), which also discusses the roles and responsibilities of principal investigators and grantee institutions. *Guidelines for Research Involving Recombinant DNA Molecules and Administrative Practices Supplement* should be consulted for complete requirements for the conduct of projects involving recombinant DNA technology.

**10. Animal Welfare:** The *Public Health Service Policy on Humane Care and Use of Laboratory Animals By Awardee Institutions* requires that applicant organizations establish and maintain appropriate policies and procedures to ensure the humane care and use of live vertebrate animals involved in research activities supported by Public Health Service. This policy implements and supplements the U.S. *Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training* and requires that institutions use the *Guide for the Care and Use of Laboratory Animals* as a basis for developing and implementing an institutional animal care and use program. This policy does not affect applicable State or local laws or regulations which impose more stringent standards for the care and use of laboratory animals. All institutions are required to comply, as applicable, with the Animal Welfare Act as amended (7 U.S.C. 2131 et seq.) and other federal statutes and regulations relating to animals. These documents are available from the Office for Protection from Research Risks (OPRR), National Institutes of Health, Bethesda, MD 20892, (301) 496-7005.

**11. Grant Provisions:** The Grantee must include the following provisions in its grants, as limited by the statements enclosed within the parentheses following each provision:

- a. administrative, grant, or legal remedies in instances where grantees violate or breach grant terms, and provides for such sanctions and penalties as may be appropriate. (Grants other than small purchases. Small purchase involve relatively simple and informal procurement methods that do not cost more than \$100,000 in aggregate.)
- b. termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All grants in excess of \$10,000)
- c. compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction grants awarded in excess of \$10,000 by the Grantee and its grantee or subgrantees)
- d. compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of

## ATTACHMENT "A"

Labor regulations (29 CFR Part 3). (All grants and subgrants for construction or repair)

- e. compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction grants in excess of \$2,000 awarded when required by Federal grant program legislation)
  - f. compliance with the Contract Work Hours and Safety Standards Act, sections 103 and 107, (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction grants awarded in excess of \$2,000, and in excess of \$2,500 for other grants which involve the employment of mechanics or laborers)
  - g. notice of the federal awarding agency requirements and regulations pertaining to reporting.
  - h. notice of federal awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such grant.
  - i. federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
  - j. access by the Department, the Grantee, the Federal funding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Grantee which are directly pertinent to that specific grant for the purpose of making audit, examination, excerpts, and transcriptions.
  - k. compliance with all applicable standards, orders, or requirements of the Clear Air Act, section 306, (42 U.S.C. 1857(h)), the Clean Water Act, section 508, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Grants, and subgrants of amounts in excess of \$100,000)
  - l. mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
12. **(Governmental entities only) Merit System Standards:** The Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763), requires adherence to prescribed standards for merit systems funded with federal funds.
13. **Misconduct in Science:** The United States Public Health Service requires certain levels of ethical standards for all PHS grant-supported projects and requires recipient institutions to inquire into, investigate and resolve all instances of alleged or apparent misconduct in science. Issues involving potential criminal violations must be promptly reported to the HHS Office of Inspector General. (See regulations in 42 CFR Part 50, Subpart A)

END OF GENERAL GRANT PROVISIONS

**"Confidential Communications for Sexual Assault Act."  
Utah State Code Section 78**

- 78-3c-1** Short title. This act shall be known and may be cited as the "Confidential Communications for Sexual Assault Act."
- 78-3c-2** Purpose of act. It is the purpose of this act to enhance and promote the mental, physical and emotional recovery of victims of sexual assault and to protect the information given by victims to sexual assault counselors from being disclosed.
- 78-3c-3** Definitions. As used in this chapter:
- (1) "Confidential communication" means information given to a sexual assault counselor by a victim and includes reports or working papers made in the course of the counseling relationship.
  - (2) "Rape crisis center" means any office, institution, or center assisting victims of sexual assault and their families which offers crisis intervention, medical, and legal services, and counseling.
  - (3) "Sexual assault counselor" means a person who is employed by or volunteers at a rape crisis center who has a minimum of 40 hours of training in counseling and assisting victims of sexual assault and who is under the supervision of the director or designee of a rape crisis center.
  - (4) "Victim" means a person who has experienced a sexual assault of whatever nature including incest and rape and requests counseling or assistance regarding the mental, physical, and emotional consequences of the sexual assault.
- 78-3c-4** Disclosure of confidential communications. The confidential communication between a victim and a sexual assault counselor is available to a third person only when:
- (1) the victim is a minor and the counselor believes it is in the best interest of the victim to disclose the confidential communication to the victim's parents;
  - (2) the victim is a minor and the minor's parents or guardian have consented to disclosure of the confidential communication to a third party based upon representations made by the counselor that it is in the best interest of the minor victim to make such disclosure;
  - (3) the victim is not a minor, has given consent, and the counselor believes the disclosure is necessary to accomplish the desired result of counseling; or
  - (4) the counselor has an obligation under Title 62A, Chapter 4, to report information transmitted in the confidential communication.
- 78-3c-4** Disclosure of confidential communications. The confidential communication between a victim and a sexual assault counselor is available to a third person only when:
- (1) the victim is a minor and the counselor believes it is in the best interest of the victim to disclose the confidential communication to the victim's parents;
  - (2) the victim is a minor and the minor's parents or guardian have consented to disclosure of the confidential communication to a third party based upon representations made by the counselor that it is in the best interest of the minor victim to make such disclosure;
  - (3) the victim is not a minor, has given consent, and the counselor believes the disclosure is necessary to accomplish the desired result of counseling; or
  - (4) the counselor has an obligation under Title 62A, Chapter 4, to report information transmitted in the confidential communication.
- 78-3c-4** Disclosure of confidential communications. The confidential communication between a victim and a sexual assault counselor is available to a third person only when:
- (1) the victim is a minor and the counselor believes it is in the best interest of the victim to disclose the confidential communication to the victim's parents;
  - (2) the victim is a minor and the minor's parents or guardian have consented to disclosure of the confidential communication to a third party based upon representations made by the counselor that it is in the best interest of the minor victim to make such disclosure;
  - (3) the victim is not a minor, has given consent, and the counselor believes the disclosure is necessary to accomplish the desired result of counseling; or
  - (4) the counselor has an obligation under Title 62A, Chapter 4, to report information transmitted in the confidential communication.



## ATTACHMENT B

### 78-19-1. Definitions. As used in this chapter:

- (1) "Damage or injury" includes physical, nonphysical, economic, and noneconomic damage.
- (2) "Financially secure source of recovery" means that, at the time of the incident, a nonprofit organization:
  - (a) has an insurance policy in effect that covers the activities of the volunteer and has an insurance limit of not less than the limits established under the Utah Governmental Immunity Act in Section 63-30-34; or
  - (b) has established a qualified trust with a value not less than the combined limits for property damage and single occurrence liability established under the Utah Governmental Immunity Act in Section 63-30-34.
- (3) "Nonprofit organization" means any organization, other than a public entity, described in Section 501 (c) of the Internal Revenue Code of 1986 and exempt from tax under Section 501 (a) of that code.
- (4) "Public entity" has the same meaning as defined in Section 63-30b-1.
- (5) "Qualified trust" means a trust held for the purpose of compensating claims for damages or injury in a trust company licensed to do business in this state under the provisions of Title 7, Chapter 5, Trust Business.
- (6) "Reimbursements" means, with respect to each nonprofit organization:
  - (a) compensation or honoraria totaling less than \$300 per calendar year; and
  - (b) payment of expenses actually incurred.
- (7)
  - (a) "Volunteer" means an individual performing services for a nonprofit organization who does not receive anything of value from that nonprofit organization for those services except reimbursements.
  - (b) "Volunteer" includes a volunteer serving as a director, officer, trustee, or direct service volunteer.
  - (c) "Volunteer" does not include an individual performing services for a public entity to the extent the services are within the scope of Title 63, Chapter 30b, Immunity for Persons Performing Voluntary Services or Title 67, Chapter 20, Volunteer Government Workers Act.

### 78-19-2 Liability protection for volunteers --Exceptions.

- (1) Except as provided in Subsection (2), no volunteer providing services for a nonprofit organization incurs any legal liability for any act or omission of the volunteer while providing services for the nonprofit organization and no volunteer incurs any personal financial liability for any tort claim or other action seeking damage for an injury arising from any act or omission of the volunteer while providing services for the nonprofit organization if:
  - (a) the individual was acting in good faith and reasonably believed he was acting within the scope of his official functions and duties with the nonprofit organization; and
  - (b) the damage or injury was not caused by an intentional or knowing act by the volunteer which constitutes illegal, willful, or wanton misconduct.
- (2) The protection against volunteer liability provided by this section does not apply:
  - (a) to injuries resulting from a volunteer's operation of a motor vehicle, a vessel, aircraft or other vehicle for which a pilot or operator's license is required;
  - (b) when a suit is brought by an authorized officer of a state or local government to enforce a federal, state, or local law; or
  - (c) where the nonprofit organization for which the volunteer is working fails to provide a financially secure source of recovery for individuals who suffer injuries as a result of actions taken by the volunteer on behalf of the nonprofit organization.
- (3) Nothing in this section shall bar an action by a volunteer against an organization, its officers, or other persons who intentionally or knowingly misrepresent that a financially secure source of recovery does or will exist during a period when such a source does not or will not in fact exist.
- (4) Nothing in this section shall be construed to place a duty upon a nonprofit organization to provide a financially secure source of recovery.
- (5) The granting of immunity from liability to a volunteer under this section shall have no effect on the liability of the nonprofit organization providing the financially secure source of recovery.

### 78-19-3. Liability protection for organizations. A nonprofit organization is not liable for the acts or omissions of its volunteers in any circumstance where:

- (1) The acts of its volunteers are not as described in Subsection 78-19-2 (1) unless the nonprofit

## ATTACHMENT B

- organization had, or reasonably should have had, reasonable notice of the volunteer's unfitness to provide services to the nonprofit organization under circumstances that make the nonprofit organization's use of the volunteer reckless or wanton in light of that notice; or
- (2) a business employer would not be liable under the laws of this state if the act or omission were the act or omission of one of its employees.

**78-24-8.** Privileged communications. There are particular relations in which it is the policy of the law to encourage confidence and to preserve it inviolate. Therefore, a person cannot be examined as a witness in the following cases:

- (1) (a) Neither a wife nor a husband may either during the marriage or afterwards be, without the consent of the other, examined as to any communication made by one to the other during the marriage.
- (b) This exception does not apply:
- (i) to a civil action or proceeding by one spouse against the other;
  - (ii) to a criminal action or proceeding for a crime committed by one spouse against the other;
  - (iii) to the crime of deserting or neglecting to support a spouse or child;
  - (iv) to any civil or criminal proceeding for abuse or neglect committed against the child of either spouse; or
  - (v) if otherwise specifically provided by law.
- (2) An attorney cannot, without the consent of his client, be examined as to any communication made by the client to him or his advice given regarding the communication in the course of his professional employment. An attorney's secretary, stenographer, or clerk cannot be examined, without the consent of his employer, concerning any fact, the knowledge of which has been acquired in his capacity as an employee.
- (3) A clergyman or priest cannot, without the consent of the person making the confession, be examined as to any confession made to him in his professional character in the course of discipline enjoined by the church to which he belongs.
- (4) A physician or surgeon cannot, without the consent of his patient, be examined in a civil action as to any information acquired in attending the patient which was necessary to enable him to prescribe or act for the patient. However, this privilege shall be deemed to be waived by the patient in an action in which the patient places his medical condition at issue as an element or factor of his claim or defense. Under those circumstances, a physician or surgeon who has prescribed for or treated that patient for the medical condition at issue may provide information, interviews, reports, records, statements, memoranda, or other data relating to the patient's medical condition and treatment which are placed at issue.
- (5) A public officer cannot be examined as to communications made to him in official confidence when the public interests would suffer by the disclosure.
- (6) A sexual assault counselor as defined in Section 78-3c-3 cannot, without the consent of the victim, be examined in a civil or criminal proceeding as to any confidential communication as defined in Section 78-3c-3 made by the victim.

Utah Codes Section: Source: [http://www.le.state.ut.us/~code/TITLE78/htm/78\\_06002.htm](http://www.le.state.ut.us/~code/TITLE78/htm/78_06002.htm)

Program Name: \_\_\_\_\_ Reviewed By: \_\_\_\_\_

<b>Rape Prevention Education Grant Review Criteria and Score Sheet</b>	<b>Pts Possible (100 Total)</b>	<b>Pts Earned</b>	<b>Comments</b>
<b>Cover Sheet Form A</b> Complete (1) Signed Authorized Agent (3)	4		
<b>Assurances Form 2</b> Complete (1) Notarized (1) Signed Authorized Agent (3)	5		
<b>W-9 Form 3</b> Complete (1) Signed Authorized Agent (3)	4		
<b>Budget Form B</b> Budget is reasonable for expected outcome (2) Each expense has detailed calculation (5) Brief explanation for each requested expenditure category (5)	12		
<b>Assessment of Problem</b> Clear, concise stmt of problem (2) Local data (not all state/national) (3) Gaps in current services identified (2) Description of populations affected (3) Impact of problem on target group (2)	12		
<b>Collaboration</b> Three current, letters of collaboration (3) Represent key community members/agencies specific to the program (2) Demonstrate support from state coalition and/or local coalition (2)	7		
<b>Project Plan and Evaluation</b> Clear description of project implementation (2) Target population identified (2) Explains who will help complete the project (2) Goals are broad statements (2) Objectives are SMART (8) Activities included (2) Evaluation plan complete and reasonable (10)	28		
<b>Capacity and Reporting</b> Detailed explanation of ability to accomplish goals and objectives (4) Detailed explanation of barriers to achieving goals and objectives (4) Detailed plan describing commitment capacity to continue project (10) Successful and accurate submission of reports (5) (for previous grantees only)	23		
<b>Program Administration</b> Describes how project will be organized and managed (2) Includes job descriptions (1) Includes organizational chart (1) List of board members (1)	5		